

DAKOTA LOFTS

rental checklist

equal housing opportunity

The following items must be completed and presented to the Dakota Lofts Management Committee before a tenant can rent a unit.

Please contact the Dakota Lofts Management Committee through Cirrus Properties at 801-278-1220 or cirrus@cirruspro.net

- 1 RENTAL RULES: A copy of the Dakota Lofts Rental Rules must be read and signed by the potential tenant.
- 2 APPLICATION: A Rental Application must be completed and signed.
- 3 CREDIT REPORT: All owners are required to obtain a current credit report on the prospective tenant.
- 4 MOVING SURCHARGE: Owners will be assessed an impact fee of \$500 per move into a Dakota Lofts unit, regardless of rental circumstances or the amount of possessions the renter moves into the unit, payable to the Dakota Lofts Association. This impact fee includes a \$100 refundable deposit that the Management Committee will return to the payer if, after the renter has moved out, all move-in and move-out rules have been appropriately observed.
- 5 INTERVIEW: All prospective tenants must appear before the Management Committee for a brief review of the Rental Rules and their Rental Application.

MOVE-IN: Upon approval from the Management Committee, a move-in time will be scheduled with the new tenant.

DAKOTA LOFTS

rental application

equal housing opportunity

The undersigned hereby makes an application to rent unit number: _____

located at the Dakota Lofts

380 West, 200 South

Salt Lake City, Utah 84101

move-in date _____

move-out date (if known) _____

full name _____

primary phone _____

secondary phone _____

e-mail address _____

total number of occupants _____

list all pets _____

RESIDENTIAL HISTORY - LAST 3 YEARS

current address _____

city, state, zip _____

month/year moved in _____

reason for leaving _____

owner or agent _____

phone _____

previous address _____

owner or agent _____

phone _____

EMPLOYMENT INFORMATION

current employment status [full, part, student, unemployed] _____

employer or school name _____

date of hire _____

job title _____

supervisor name or human resources contact _____

phone _____

previous employer or school (if employed less than 12 months by above) _____

REFERENCES

personal reference 1: name _____

address _____

phone _____

relationship _____

personal reference 2: name _____

address _____

phone _____

relationship _____

emergency contact: name _____

address _____

phone _____

relationship _____

VEHICLE INFORMATION

make, model, year _____

license plate number and state _____

ADDITIONAL INFORMATION

please provide any additional information that might help _____

Dakota Lofts HOA Board evaluate this application _____

when is the best time for the Dakota Lofts HOA Board to reach you? _____

By signing this application for rental I agree that I have read, understand and agree to abide by the Dakota Lofts CC&R's and House Rules. Failure to comply with the Dakota Lofts CC&R's and House Rules may result in fines and/or other sanctions.

I recognize that as part of the procedure for processing this application, an investigative consumer credit report must be submitted to the Dakota Lofts HOA Board. Information will also be obtained through personal interviews with your provided references. I understand that these interviews will include questions about my general character, reputation, personal characteristics, and mode of living.

If my application is not approved or accepted by the Dakota Lofts HOA Board, I understand that the application deposit will be refunded.

I hereby waive any claim for damages by reason of non-acceptance.

The information provided in this application, to the best of my knowledge, is true and correct.

signature _____

print _____

date _____

reviewed by/date _____

reviewed by/date _____

reviewed by/date _____

DAKOTA LOFTS

rental rules

equal housing opportunity

This document contains rental rules and procedures that owners must abide by when placing a new renter in the Dakota Lofts. Additional house rules, binding on all residents once they have taken up occupancy, are described in the house rules booklet, *Dakota Lofts Rules and Regulations* (obtainable on the web at dakotalofts.com/owners.html).

The Management Committee will assess owners a fine for violations of these rules and procedures and may refuse to allow a renter to take up occupancy in the Dakota Lofts until all of the pre-occupancy conditions in this document have been met.

I. General

- A.** These rental rules and procedures have been established to protect the health, safety, and welfare of all residents and to minimize unwarranted and unnecessary administrative costs to the Association. They are binding on all owners and renters, as well as their families, guests, invitees, agents, and employees. (Collectively "renters") By acquiring an interest in a Dakota Lofts unit, the party acquiring the interest consents and agrees to be bound by every provision of this document.
- B.** Owners are responsible for the behavior of their renters while they are on the Dakota Lofts premises, both within individually owned units and on commonly owned Dakota Lofts property.
- C.** Violations of rental rules or procedures by owners or renters will be subject to legal and equitable remedies including but not limited to:
- Refusal to allow renters to either take up or continue occupancy at the Dakota Lofts.
 - A \$50 fine up to \$500 a month, to the owner for each violation of the governing documents, including any Dakota Lofts rule, regulation, and/or procedure by owner or renter.
 - Collection or attorney fees associated with enforcement of any governing document including any Dakota Lofts rule, regulation, or procedure.
- D.** Owners must inform their renters of all governing documents including all Dakota Lofts rules, regulations and procedures BEFORE renting to them by having prospective renters review a copy of the Declaration and Bylaws, and all house rules. Copies of the governing documents, including the *Dakota Lofts Rules and Regulations*, may be viewed on the web at dakotalofts.com/owners.html and this document (*Rental Rules and Procedures*).

- E.** The Management Committee may NOT provide owners any kind of property management services, including but not limited to showing units or providing unit keys to any prospective renters.

- F.** Owners are responsible for maintaining their rental unit(s) in a safe, clean and sanitary condition such that the health, safety, and welfare of other residents, the common areas of the building, and the interests of the Association are not adversely affected. The management has the right to enter and inspect any unit, particularly if the Management Committee believes the unit is being maintained in an unacceptable condition. If such violations exist, the Management Committee will require the owner to remedy the situation in a reasonable time, no longer than thirty (30) days.

- G.** The rules, regulations and procedures in this document are effective immediately and update previously existing Dakota Lofts rental rules.

II. Restrictions on Rental/Lease of Condominiums

A. Minimum Rental Period

No unit owner shall be permitted to rent, lease, or sublease a unit for any transient, resort-hotel, vacation, corporate, ski, or short-term rental purposes. The minimal rental is any period of less than thirty (30) days, as outlined in section 9.13 of the Declaration. If a renter defaults on his/her rental agreement or is evicted before he/she has completed the minimal rental period, the owner may, with the consent of the Management Committee, rent the unit again before the minimal rental period has expired. Such requests by owners must be made in writing to the Management Committee and must include the reasons for seeking an exception to the minimal period rule.

All units must be rented only in their entirety and no fraction or portion thereof may be rented.

Owners are strongly encouraged to use a legally binding, *written* rental agreement when renting their units. Dakota Lofts rules and regulations cannot be contradicted or superseded by any condition in a rental agreement. For example, an owner may stipulate on a rental agreement that his/her renter must have fewer occupants than the Dakota Lofts rules allow. However, the owner may not allow renters to exceed Dakota Lofts limits or contradict Dakota Lofts rules. Such attempts shall be considered null and void.

B. Maximum Occupancy

The number of persons (including infants or children) residing in any unit, whether owner or renter-occupied, shall not exceed the following:

Single family occupancy is defined as a single housekeeping unit, operated on a nonprofit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area, where all residents are members of a family related by blood, adoption, or marriage, except for not more than two (2) additional persons not so related may reside in a Unit, as per section 9.16 (a) of the Declarations.

A living room may not be converted into a second bedroom for the purposes of exceeding these occupancy limits.

Guests who reside in a unit for more than two (2) consecutive weeks or for a total of 60 days in any given calendar year are considered residents and subject to the above occupancy limits.

C. Minimum Age

NO guest or resident under 18 years of age is permitted to occupy or rent a unit unless an adult parent or guardian is also a permanent resident of the unit.

D. Restrictions Regarding Business Use of Units

No commercial trade or business may be conducted in or from any unit (other than ground floor commercial units) except under very limited circumstances outlined in the *Dakota Lofts Rules and Regulations* booklet (see section, "Restrictions Regarding Business Use of Units:")

E. Non-Discrimination Policy

In accordance with state and federal law, no owner shall discriminate against any renter or prospective renter on the basis of race, color, religion, sex, national origin, age, disability, source of income, or familial status. In addition, no owner shall create nor permit a hostile or intimidating environment for tenants because of their race, color, religion, sex, national origin, age, disability, source of income, or familial status.

E. Crime Free Addendum

Owners shall have renters sign a Crime Free Addendum in the nature of Exhibit A Attached.

III. Owners' Responsibility to Inform Renters of Dakota Lofts House Rules, Regulations and Procedures

A. Providing Renters a Copy of Dakota Lofts House Rules and Rental Rules

Owners are responsible for insuring that their renters make an informed choice about living at the Dakota Lofts by providing them copy of the governing documents including Dakota Lofts house rules and this rental document BEFORE they sign a rental/lease agreement.

IV. Moves IN and OUT of the Dakota Lofts

A. Moving Surcharge

Owners will be assessed an impact fee of \$500 per move into a Dakota Lofts unit, regardless of rental circumstances or the amount of possessions the renter moves into the unit, payable to the Dakota Lofts Association. This impact fee includes a \$100 refundable deposit that the Management Committee will return to the payer if, after the renter has moved out, all move-in and move-out rules have been appropriately observed.

Owners may pay their impact fee directly to the Management Committee or they may have their renters pay it. However, the fee must be paid in full by either the owner or the renter BEFORE the renter may move into the Dakota Lofts.

During the rental period, if additional move-ins or move-outs that require substantial Management Committee attention occur, owners may be charged an additional moving impact fee to cover the Association's administrative costs. For example, if a renter moves into a unit one month and has a roommate move in several months later (requiring additional administrative services described in sections B-E below), the Management Committee may levy an additional impact fee up to \$500 as necessary.

B. Meeting with Management Committee or Designated Representative

ALL prospective renters must meet with a member of the Management Committee or its designated representative BEFORE taking up residency. At this meeting, a member of the Management Committee or its designated representative will do the following:

- Make sure the Dakota Lofts governing documents and house rules and move-in procedures have been explained to renters;
- Assess the new renter's willingness to abide by all Dakota Lofts rules and regulations;
- Have the new renter sign a form (supplied by the Management Committee) stating that he/she understands and agrees to the governing documents and all Dakota Lofts rules, regulations, and procedures;
- Review a copy of the renter's Dakota Lofts rental/lease agreement (signed by the renter and the owner) to insure that the rental conditions meet or exceed minimal rental requirements (e.g. rental period, occupancy limits, etc.);
- Collect the \$500 impact fee (including the \$100 refundable deposit) if it has not yet been paid.

Owners should advise their renters to schedule this meeting *at least two working days BEFORE* the day they plan to move into the Dakota Lofts so as to minimize any inconveniences to the owner and/or renter if the Management Committee delays or denies occupancy due to any violations in pre-occupancy regulations.

Renters who live beyond a 100-mile radius from the Dakota Lofts and who will not be in town until the day they plan to move in MUST call the Management Committee (1-801-278-1220) at least a day BEFORE they arrive to have an initial telephone briefing with the Management Committee (at the Management Committee's convenience during regular office hours) and to obtain the Committee's approval to proceed with the move-in. Other pre-occupancy requirements (registering with the Management Committee, etc.) can take place on the same day as the scheduled move in. It is the owner's responsibility to make sure out-of-town renters receive a copy of this document and the house rules (*Dakota Rules and Regulations*), and that these renters familiarize themselves with such BEFORE they call the Management Committee for a preliminary telephone briefing and BEFORE they arrive at the Dakota Lofts.

C. Scheduling Move-Ins

All move-ins must be scheduled with the Management Committee during regular office hours (9-12, 1-5) Monday-Friday no later than ONE WEEK BEFORE the new renter plans to move in.

All move-ins must take place between 8 a.m.-10 p.m., in accordance with the Dakota Lofts noise ordinance.

D. Gross Weight-Moving Vehicles

Moving vehicles over 5,000 pounds gross vehicle weight (GVW) are not allowed on the upper deck of the parking structure. A fine of \$1,000 will be assessed for ignoring the posted signs.

E. Other Deliveries

New residents often have furniture or other large items delivered to them after they move in. Renters must arrange with the delivery company to schedule such deliveries in advance with the Management Committee. These deliveries must take place during the scheduled hours.

F. Scheduling of Move-Outs

The rules that apply to move-ins also apply to move-outs. Move-outs must be scheduled with the Management Committee no later than ONE WEEK BEFORE the move out.

Move-outs must take place between 8 a.m.-10 p.m., in accordance with the Dakota Lofts noise ordinance.

Owners will be assessed an up to \$100 fine if their renters do not appropriately schedule and conduct their move according to the Dakota Lofts rules and procedures.

V. Miscellaneous Recommendations to Owners

A. Keep Copies of Rules and Regulations for Renters

Owners who intend to rent their unit should keep at least two copies of the following documents. Copies may be obtained from the Management Committee:

- Dakota Lofts Rules and Regulations (house rules for all residents)
- Dakota Lofts Rental Rules and Procedures (this document)
- Checklist for new renters

B. Instruct Renters Regarding Moving Requirements

Owners are invited to use the Management Committee's checklist to make sure new renters adhere to basic rules and procedures and that they schedule moves during authorized hours. This checklist does not include all details of rental rules and procedures; owners should use it as a reminder, not in place of thoroughly briefing all new tenants.

C. Instruct Renters Regarding Limited Dakota Lofts Management Services

Owners should make sure their renters understand the Dakota Lofts management services are limited to matters that concern the common interests of all owners, that is, the Dakota Lofts Management Committee DOES NOT service renters' individual needs or the maintenance of their individual units. For example, neither the Management Committee nor Manager may install or remove air conditioners, replace light bulbs in units, assist in opening or closing windows, etc. Unit owners must tend to the individual needs of their renters and the maintenance of their individual units.

Owners should inform their renters that neither the Management Committee nor Manager may not loan Dakota Loft tools (e.g., hammers, screwdrivers, ladders) to residents or allow residents to use the Dakota Lofts office equipment or supplies.

D. Obtain Adequate Security Deposits

Owners are advised to obtain adequate security deposits from their renters to cover the potential costs of renters' violations.

VI. Owners' Liability for Violations of Rental Rules and/or Procedures

- A.** Owners are responsible for the conduct of their renters, guests, agents, employees, and/or all other invitees in the Dakota Lofts and the adherence of such parties to all Dakota Lofts unit rules, regulations, and procedures. Any renter's behavior that the Management Committee considers objectionable will be subject to all reasonable sanctions, including but not limited to a fine of up to \$50 PER VIOLATION and EVICTION OF THE RENTER. Objectionable behavior includes violations of any Dakota Lofts rules, regulations, or procedures, as well as the creation or maintenance of a nuisance.
- B.** Owners are liable for any damage their renters, guests, agents, employees, workmen, or other invitees cause to the common areas of the Dakota Lofts or another unit. Owners' liability includes the costs of materials, repairs, restorations, clean-up, and administrative services the management incurs as a result of said damage.
- C.** Payment is due and payable within 30 days of written notification. The Management Committee will apply late fees to charges that are not paid in full within 30 days of notification. Owners who do not pay such charges may also incur additional costs including but not limited to the cost of eviction of renter, loss of rental privileges in the Dakota Lofts, and property liens.
- D.** If the Management Committee is required to call police in response to a renter's or guest's threatening or unruly behavior on the Dakota Lofts premises, either in the common areas or within the renter's unit, the Management Committee will assess the owner a charge of \$50 PER HOUR for the Management Committee's time in addition to other costs the Association might incur as a result of the renter's unauthorized or illicit actions. In addition, the Management Committee will assess the owner a charge of \$50 each hour that the Management Committee personally supervises the move-out of a renter whom the Management Committee has reason to believe might vandalize the common property during the move.
- E.** In the case of a renter's repeated or material violations of the governing documents, including the house rules, the Management Committee may require the owner to evict the renter. If such eviction is not done in a timely manner, the Management Committee may bring an action against the owner for injunctive relief requiring the owner to evict the renter, for legal fees and costs. The Management Committee will seek reimbursement from owner.

DAKOTA LOFTS

crime free addendum

exhibit a

1. No Owner, tenant, resident or any member of their household, guest, visitor or invitee, or other person under their control (collectively "Owner") shall engage in criminal activity, including drug-related criminal activity, on or near the dwelling unit.
2. For use herein, the term ADrug-related criminal activity@ means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
3. Owner shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the dwelling unit premises.
4. Owner, resident or members of their household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
5. Owner shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in U.C.A. 58-3-1, at any locations, whether on or near the dwelling unit premises or otherwise.
6. Owner shall not engage in any illegal activity, including prostitution as defined in U.C.A. 76-10-1302, criminal street gang activity, threatening or intimidating behavior as prohibited in U.C.A. 76-5-107, assault as prohibited in U.C.A. 76-5-102, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the Declaration, By-laws or rules that otherwise jeopardizes the health, safety and welfare of other residents, guests, visitors or invitees involving imminent serious property damage.
7. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A NUISANCE.** A single violation of any provisions shall be considered good cause for immediate action for injunctive relief and damages. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

signature _____
print _____
unit _____
date _____